

EXHIBIT A

Original

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

JAN 29 2019

BY 
Deputy Clerk

THOMAS W. ORR AND PATRA K. ORR
1177 COX STREET
SONOMA, CA 95476

Plaintiff In Pro Per

SUPERIOR COURT STATE OF CALIFORNIA
COUNTY OF SONOMA
SONOMA HALLS OF JUSTICE JUDICIAL DISTRICT

SCV 263852

THOMAS W. ORR & PATRA K. ORR
Plaintiff's

vs.

WELLS FARGO BANK FSB, QUALITY LOAN
SERVICE CORPORATION, MCCARTHY &
HOLTHUIS, LLP, U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR CITIGROUP
MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR
SUCCESSORS, CITIBANK CORPORATE
HEADQUARTERS all persons or entities unknown,
claiming any legal or equitable right, title, estate,
lien or interest in the property described in this
Complaint adverse to Plaintiff's title, or any cloud
upon Plaintiff's title thereto DOES 1-100

Unlimited Jurisdiction
Case No. VERIFIED
COMPLAINT FOR EQUITABLE
RELIEF TO SET ASIDE
TRUSTEE SALE and FOR
DAMAGES Action Time-Barred
Debts is based on Code of Civil
Procedures sections 336a. Six years;
corporate obligations held by public;
corporate mortgages, deed of trust, etc.
& 337. Four years; written contract:
exception; book account; account
stated based upon account in writings;
balance of mutual, open and current
account in writing; rescission of
written contract. Identity Theft.

Defendant (s)

FIRST CAUSE OF ACTION
[Wrongful trustee sale: all Defendant (s)]

1. Plaintiff is the owner of the real property at 1177 Cox Street, Sonoma, California 94576.
Said property is identified as Assessor's Parcel Number 128-172-002 and by the legal description:

VERIFIED COMPLAINT FOR EQUITABLE RELIEF TO SET ASIDE TRUSTEE SALE and FOR DAMAGES

SCV - 263852
CF
Complaint Filed
85436



1 Legal Description: County of Sonoma, State of California, described as follows: The land referred to
 2 herein is situated in the State of California, County of Sonoma, City of Sonoma, and is described as
 3 follows: Lot 2 as said lot is numbered and designated upon the map of Monclair Park Etc. filed April
 4 05, 1990 in the Office of the County Recorder in Book 455 of Maps, Page 10 through 13, and as
 5 amended by a Certificate of Correction recorded March 6, 1991 Document 91-19860 Sonoma County
 6 Records.

7 [Subject property]
 8

9 2. Defendant (s), QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP,
 10 claims to be the owner of the subject property, by virtue of a Trustee's Sale signed by QUALITY
 11 LOAN SERVICE CORPORATION and recorded in the office of the Sonoma County Recorder's
 12 Office.

13 3. QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP. Failed to
 14 comply with IRS FORM 8594 is be attached to the promissory Note, as filed by WELLS FARGO
 15 BANK FSB in its' acquisition. Instead there was no merger; the bank simply closed its doors.
 16 CORPORATION promptly sold the loan to an unidentified entity without complying with Internal
 17 Revenue Code Section 1060 Special allocation rules for certain asset acquisition is currently the
 18 servicer of the loan and there is no binding agreement with WELLS FARGO BANK FSB Bank the
 19 lender of record named in the Deed of Trust dated February 22nd 2007.

20 4. Plaintiff do not know the true names and capacities, whether corporate, associate, or
 21 individual, of Defendant (s) sued herein as DOE 1 through DOE 25 and, for that reason, has sued
 22 said Defendant (s) by such fictitious names, and Plaintiff Prays leave to insert the true names and
 23 capacities of said Defendant (s) when the same are ascertained. Plaintiff's are informed and
 24 believes, and thereon alleges, that each of the Defendant (s) designated herein as DOE 1-15 is
 25 negligently or otherwise responsible in some manner for the events and happenings referred to and
 26 by such negligence has proximately caused the wrongful injuries of the plaintiff's as herein alleged.
 27 The Defendant (s) s designated, as DOE 16-25 claim some interest in the subject property that is
 28 adverse to Plaintiff and said claims are invalid.

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5. In order to secure payment of principal and interest for a loan on the subject property, Plaintiff's executed the Deed of Trust see **attached as Exhibit A**. Said security instrument was prepared by WELLS FARGO BANK FSB BANK agreed to all the terms in said deed of trust.

6. QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUIS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS, CITIBANK CORPORATE HEADQUARTERS caused a Notice of Default, Notice of Trustee Sale and Trustee Deed to be recorded against the subject property contrary to the provisions of the Deed of Trust attached as Exhibit A. In particular, Paragraph 9 of the Deed of trust explicitly required QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUIS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS, CITIBANK CORPORATE HEADQUARTERS and its Trustee to comply with the provisions of the National Housing Act [12 U.S.C. § 1701, 3704 et. seq. and implementing regulations]. The regulations referenced in paragraph 9(d) of the Deed of Trust state explicitly:

It is the intent of the Department that no mortgagee shall commence foreclosure or acquire title until the requirements of this subpart have been followed.

[24 CFR §203.500] (Emphasis

sis added) **See Attached Exhibit B**

QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUIS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS, CITIBANK CORPORATE HEADQUARTERS secured its Trustee Sale without complying with BANKING POLICIES requirements of the National Housing Act or of the Federal Fair Debt Collection Practices Act [FDCPA, 15 U.S.C. § 1692].

7. In particular, WELLS FARGO BANK FSB, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE failed to engage in any of the required loss mitigation rules required by the National Housing Act. Plaintiff paid a substantial fee when the loan was originated for the privilege of securing these protections. Among the protections was the requirement that WELLS FARGO BANK FSB, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE meet with Plaintiff's on a face to face basis to discuss alternatives to foreclosure and modifications of the subject loan. Also, WELLS FARGO BANK FSB, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE was required to secure the approval of the Secretary of Housing and Urban Development prior to commencing any foreclosure proceedings. In addition WELLS FARGO BANK FSB, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE was required to accept modifications to the loan pursuant to the HAMP program. WELLS FARGO BANK FSB, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE breached all these obligations, and all the other requirements of law by prematurely foreclosing on the subject

property without the consent of the Foreclosure Commissioner Pursuant to Title 12 USC section 3704. WELLS FARGO BANK FSB, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE failed to secure the required HUD approval to foreclose, and failed to meet with Plaintiff's, to make any effort to explore alternatives to foreclosure and failed to accept Plaintiff's into the HAMP program as required by law and the deed of trust.

8. In addition, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE was employed by WELLS FARGO BANK FSB. As a debt collectors after Plaintiff defaulted on their loan payment. QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-WFHE3, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-WFHE3, ITS ASSIGNEES AND/OR SUCCESSORS., CITIBANK CORPORATE failed to provide Plaintiff the Debt Validation Notice required by the FDCPA. QUALITY LOAN SERVICE CORPORATION, & McCARTHY & HOLTHUS, LLP also engaged in unfair debt collection practices by proceeding to sell the subject property with actual knowledge that Plaintiff were being denied the protections which are summarized in paragraph 9 of the Deed of Trust.

9. The Trustee Sale was improperly held and the Trustee's Sale was wrongfully executed, delivered and recorded. In particular, the trustee sale was held in violation of paragraph 9 of the Deed of Trust and contrary to the FDCPA. Plaintiff is entitled to Keep possession of said property and will sustain irreparable damages if denied possession back of said property. Both Plaintiffs was not informed that Defendant (s) that statute of limitation from February 22nd, 2007 to present conflicts Code of Civil Procedures sections 336a. & Code of Civil Procedures sections 337 which

clearly shows that the statute of limitation was time barred for the Defendant(s) to enforce any claim would be a clear disrespect of the new law, Assembly Bill 1526, also includes several amendments that took effect on January 1, 2019. According to the law and its amendments, the first written communication between a debtor and collector must state: *The law limits how long you can be sued on a debt. Because of the of your debt, we will not sue you for it. If you do not pay the debt, [insert name of debt collector] may [continue to] report it to the credit reporting agencies as unpaid for as long as the law permits this reporting.* In addition, Plaintiff's is very stressed out based on lack of disclosure from the lender WELLS FARGO FSB & QUALITY LOAN SERVICE CORPORATION, MCCARTHY & HOLTHUS, LLP has failed to comply with Treasury Regulations Section 1.408-2(c) Approved Nonbank Trustees and Custodian list. Approved Nonbank Trustees and Custodian list. Plaintiff was not in/a rental or loan agreement with Defendant (s) Pursuant to California Financial Code 22302. Loan found to be unconscionable. For this reason, QUALITY LOAN SERVICE CORPORATION, MCCARTHY & HOLTHUS, LLP failed to address the above issues.

10. Plaintiff is entitled to an order permitting them to reside in the subject property during the pendency of this litigation. In addition, they are entitled to the cancellation of the Trustee's Sale and damages for the breach of the FDCPA requirements and Due Process of law.

SECOND CAUSE OF ACTION [Quiet Title against Wells Fargo]

11. Plaintiff's incorporate by reference all the allegations in paragraphs 1 through 10 as if set forth in full.

12. Plaintiff's seek to quiet title against the claims of WELLS FARGO BANK FSB. As reflected in the Trustee Sale, Plaintiff's acknowledge WELLS FARGO BANK FSB, as their lender, pursuant to the Deed of Trust attached as Exhibit A. Plaintiff's is ready, willing and able to make the payments required of them pursuant to this Deed of Trust. The amount of these payments must be as set forth in the HAMP program and the related programs for which Plaintiff's are intended as set forth under the provisions of the national housing act or cancel the entire debt based on time barred.

1 In contrast, WELLS FARGO BANK FSB. Insists on securing excessive monthly payments from
 2 Plaintiff in a sum not known even though from the Date of the Deed of Trust the statute of limitation
 3 conflicts with the Trustee Sale and the Present pending eviction case.

4 13. Plaintiff have named as Defendant (s) all persons unknown who claim any legal or equitable
 5 interest in the subject property. Said persons are designated as DOES 16-25.

6 14. Plaintiff desire and are entitled to a judicial declaration quieting title in their names, subject
 7 to the Deed of Trust in favor of WELLS FARGO BANK FSB. As of October 18, 2018. The Notice of
 8 Default, which QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP
 9 recorded, should be cancelled based upon failing to comply with the requirements of the national
 10 housing act afford the Plaintiff's with the required mediation hearing or inform the Plaintiff's the
 11 new law of Assembly bill 1526 Time barred.

12 15. Plaintiff are entitled to an accounting to determine the amount due under the Deed of Trust,
 13 as well as the appropriate payment schedule, monthly payments due to WELLS FARGO BANK FSB.

14 //

15 **THIRD CAUSE OF ACTION**
 16 **[FDCPA: all Defendant (s)]**

17 16. Plaintiff incorporate by reference all the allegations in paragraphs 1 through 15 as if set
 18 forth in full.

- 19 1. QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP, is not the
 20 actual creditor or servicer to who ultimately benefits from the payments plaintiff's makes
 21 under the Deed of Trust. Instead, WELLS FARGO BANK FSB. did not retained or assigned
 22 any unknown creditors as a servicer and debt collectors. In this capacity, after Plaintiff's
 23 was in default, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP,
 24 Provided misleading modification and forbearance agreements to Plaintiff's. Plaintiff's
 25 signed the proffered agreements and made all the payments required of them. However,
 26 despite making all the requested payments in these written agreements, QUALITY LOAN

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01-22-2019

VERIFIED COMPLAINT FOR EQUITABLE RELIEF TO SET ASIDE TRUSTEE SALE and FOR DAMAGES

1 SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP attempting to sell the property at
2 a Trustee Sale, and to secure a Deed to the property.

3 2. A regular part of the business of QUALITY LOAN SERVICE CORPORATION, McCARTHY
4 & HOLTHUS, LLP is a debt collector misrepresenting to the public that QUALITY LOAN SERVICE
5 is license by the Department of Business Oversight as active license lender See Attached Exhibit C Status
6 is Un-Ambiguous. This loan is secured by residential real property that is the principal residence of
7 Plaintiff's. Plaintiff borrowed the money from WELLS FARGO FSB precisely so they could use this
8 property as their principal residence. QUALITY LOAN SERVICE CORPORATION, McCARTHY &
9 HOLTHUS, LLP also used the US mail to make its false and misleading modification and
10 forbearance agreements. These documents and provided to Plaintiff's breached the obligations of
11 WELLS FARGO FSB under 15 U.S.C. § 1692(e). In particular, WELLS FARGO BANK FSB
12 represented these documents would allow Plaintiff a permanent, fixed payment and this payment
13 was about 31% of the gross income of Plaintiff. WELLS FARGO BANK FSB agreements implied
14 that Plaintiff's would retain title and possession if they made the payments specified in these
15 agreements. However, these representations were false. In fact, WELLS FARGO BANK FSB did not
16 deem itself bound by the terms of the agreement. WELLS FARGO BANK FSB mislead Plaintiff's by
17 implying only Plaintiff's had to sign these documents. WELLS FARGO BANK FSB also misled
18 Plaintiff's into believing that if they completed the "trial" period successfully, and with no late
19 payments, that WELLS FARGO BANK FSB would make the agreement permanent. In summary, the
20 consideration for complying with the "trial" was the promise that WELLS FARGO BANK FSB
21 would make the payments fixed and permanent upon successful completion. Said false promises all
22 breached the duties of WELLS FARGO BANK FSB under 15 U.S.C. § 1692(e), and § 1692(f)(5), §
23 1692(f)(6).

24 3. QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP is a debt
25 collector as that term is defined in the FDCPA Failed to Comply with Assembly Bill 1526. In
26 particular, the principal business of QUALITY LOAN SERVICE CORPORATION, McCARTHY &
27 HOLTHUS, LLP is the collection of delinquent debts from borrowers such as Plaintiff. QUALITY
28

1 LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP began its debt collection
 2 activities after Plaintiff were in default. Also QUALITY LOAN SERVICE CORPORATION,
 3 McCARTHY & HOLTHUS, LLP used the US Mail to solicit money from Plaintiff, after the default of
 4 Plaintiff's.

5 4. As a debt collector, QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS,
 6 LLP had a duty to provide Plaintiff's a Debt Validation Notice containing all the information
 7 specified in 15 U.S.C. § 1692(g) and Assembly Bill 1526 Signed By Governor **See Attached**
 8 **Exhibit D.** QUALITY LOAN SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP breached
 9 this duty and failed to provide any Debt Validation Notice at all. QUALITY LOAN SERVICE
 10 CORPORATION, McCARTHY & HOLTHUS, LLP also breached its obligations under § 1692(f)(6) by
 11 taking non-judicial actions to effect the dispossession of Plaintiff's from the subject property
 12 contrary to Plaintiff's rights under Paragraph 9 in the Deed of Trust and other provisions of law
 13 such as Cal. Civil Code § 2923.5 and 6. Thus, QUALITY LOAN SERVICE CORPORATION,
 14 McCARTHY & HOLTHUS, LLP recorded the Notice of Default & trust deed upon sale contrary to
 15 each of these provisions of Federal and State Law and should be sanctioned for failure to ignore the
 16 policy and the mandatory requirements.

17 5. Plaintiff's are entitled to set aside the Trustee Sale & Eviction, which QUALITY LOAN
 18 SERVICE CORPORATION, McCARTHY & HOLTHUS, LLP did not provide any proof as an
 19 authorized agent/assignment of contract for WELLS FARGO BANK FSB. In addition, Plaintiff's is
 20 entitled to damages. These damages include the emotional distress sustained by Plaintiff's fearing
 21 the loss of their home, as well as reasonable attorney fees, statutory damages, and such other
 22 damages as Plaintiff's are protected under the American Disabilities Act (ADA), prove at trial.


23 WHEREFORE, Plaintiff's pray for a judgment against Defendant (s) and each of them:

- 24 1. For injunctive relief, pendent lite, permitting them to remain in possession of the subject
 25 property on such terms as the Court deems just and proper:

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2. For an order canceling the Trustee Deed after Sale & Eviction and quieting title in the names of Plaintiff, subject to the Deed of Trust in favor of WELLS FARGO BANK FSB or its assignee;
3. For an order declaring the amount due on a monthly basis and other terms related to this Deed of Trust and determining the balance on the Deed of Trust;
4. For general and special and statutory damages according to proof;
5. For reasonable attorney fees based on the FDCPA violations;
6. For costs of suit; AND
7. For such other and further relief as the Court deems just and proper

DATED: 1/22/2019

By: 
THOMAS W. ORR

By: 
PATRA K. ORR

EXHIBIT #A

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01-22-2019

VERIFIED COMPLAINT FOR EQUITABLE RELIEF TO SET ASIDE TRUSTEE SALE and FOR DAMAGES

Recording Requested By

WELLS FARGO BANK, N.A.
5540 FERMI CT #200
CARLSBAD, CA 92008-



2007020018

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

FIDELITY NAT'L TITLE CO
02/22/2007 08 00 TRD
RECORDING FEE 79.00
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25 PGS



Return To:
WELLS FARGO BANK, N.A.
FINAL DOCUMENTS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-1663

Prepared By:

SARAH C. BARKER
WELLS FARGO BANK, N.A.
5540 FERMI CT #200
CARLSBAD, CA 92008-

11 280301423-KR

APR 128-172-002

[Space Above This Line For Recording Date]

DEED OF TRUST

0158425868

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 13, 2007 together with all Riders to this document.

(B) "Borrower" is

THOMAS W. ORR AND PATRA K. ORR, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a National Association

organized and existing under the laws of THE UNITED STATES OF AMERICA

UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

In the Matter of

WELLS FARGO & COMPANY
San Francisco, California

Docket No. 11-025-B-HC

AMENDMENT OF CONSENT ORDER

WHEREAS, on April 13, 2011, Wells Fargo & Company, San Francisco, California ("WFC"), a registered bank holding company, consented to the issuance of a Consent Order (the "2011 Board Consent Order"), in recognition of the common goals of the Board of Governors of the Federal Reserve System (the "Board of Governors"), the Federal Reserve Bank of San Francisco (the "Reserve Bank"), and WFC: (a) that WFC maintains effective corporate governance and oversight over the consolidated organization, including the establishment and maintenance of robust risk management, compliance, and internal audit programs to ensure that the consolidated organization operates in a safe and sound manner and in compliance with all applicable Legal Requirements (as defined in the 2011 Board Consent Order); and (b) that WFC and its subsidiaries effectively manage their legal, reputational, and compliance risks;

WHEREAS, on April 13, 2011, Wells Fargo Bank, N.A., San Francisco, California (the "Bank"), a national bank owned and controlled by WFC, consented to the issuance of a Consent Order by the Office of the Comptroller of the Currency (the "OCC") (the "2011 OCC Consent Order");

WHEREAS, the 2011 Board Consent Order required WFC to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with the 2011 OCC Consent Order;

WHEREAS, Article VII of the 2011 OCC Consent Order required the Bank, among other things, to retain an independent consultant to conduct an independent review of certain residential mortgage loan foreclosure actions or proceedings for loans serviced by the Bank, the purposes of which were set forth in Article VII of the 2011 OCC Consent Order (the "Independent Foreclosure Review"),

WHEREAS, WFC has taken steps to ensure that the Bank complies with its obligations to conduct the Independent Foreclosure Review;

WHEREAS, in the interest of providing the greatest benefit to borrowers potentially affected by the practices at the Bank addressed in the 2011 OCC Consent Order in a more timely manner than would have occurred under the Independent Foreclosure Review, the Board of Governors and the OCC, within their respective jurisdictions, WFC, the Bank, and several other financial institutions with mortgage loan servicing operations have agreed to amend their respective 2011 Consent Orders;

WHEREAS, WFC and the Board of Governors intend WFC's obligations under the 2011 Board Consent Order to serve as a source of strength to the Bank with respect to the Independent Foreclosure Review to be replaced with the obligations specified in this amendment to the 2011 Board Consent Order (the "Amendment");

WHEREAS, the board of directors of WFC, at a duly constituted meeting, adopted a resolution authorizing and directing Michael J. Heid to enter into this Amendment to the 2011 Board Consent Order on behalf of WFC, and consenting to compliance by WFC and its

institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the "FDI Act") (12 U.S.C. §§ 1813(u) and 1818(b)(3)), with each and every applicable provision of the 2011 Board Consent Order as amended by this Amendment.

NOW, THEREFORE, IT IS HEREBY ORDERED pursuant to section 8(b) of the FDI Act (12 U.S.C. § 1818(b)) that the 2011 Board Consent Order is amended as follows:

1. The recitations of the 2011 Board Consent Order are not amended.
2. Paragraph 1 of the 2011 Board Consent Order is amended in the last clause only to read as follows: "taking steps to ensure that the Bank complies with the Consent Order issued by the OCC, as amended on February 28, 2013, regarding the Bank's residential mortgage loan servicing activities."

3. Paragraphs 2 through 11 of the 2011 Board Consent Order are not amended.

4. Paragraph 12 of the 2011 Board Consent Order is stricken and replaced with the following:

"12. Except as otherwise provided in this paragraph 12, the Board of Governors hereby agrees not to initiate any further enforcement actions, including for civil money penalties, against WFC and its affiliates, successors and assigns, with respect to (a) the conduct described in the WHEREAS clauses of this Order or in Article I of the Consent Order issued by the OCC ("OCC Consent Order") regarding the Bank's residential mortgage loan servicing activities, (b) the matters addressed in Article VII of the OCC Consent Order, including matters relating to the work or findings of the independent consultant to the Bank retained under Article VII or independent legal counsel to the independent consultant, and (c) any other past mortgage servicing and foreclosure-related practices that are addressed by this Order. The preceding

release and discharge in paragraph 12(c) applies only with respect to borrowers in the In-Scope Borrower Population, as defined in the February 28, 2013 amendment to the OCC Consent Order. The foregoing release and discharge shall not preclude or affect (i) any right of the Board of Governors to determine and ensure compliance with this Order, as amended herein, or (ii) any proceedings brought by the Board of Governors to enforce the terms of the Order, as amended herein. The preceding release and discharge in no way affects the Order of Assessment of a Civil Money Penalty entered into by WFC and the Board of Governors, effective February 13, 2012, which shall remain in effect without modification.

7. Paragraph 13 of the 2011 Board Consent Order is not amended.

By Order of the Board of Governors effective this 28th day of February, 2013.

WELLS FARGO & COMPANY

BOARD OF GOVERNORS OF THE
FEDERAL RESERVE SYSTEM

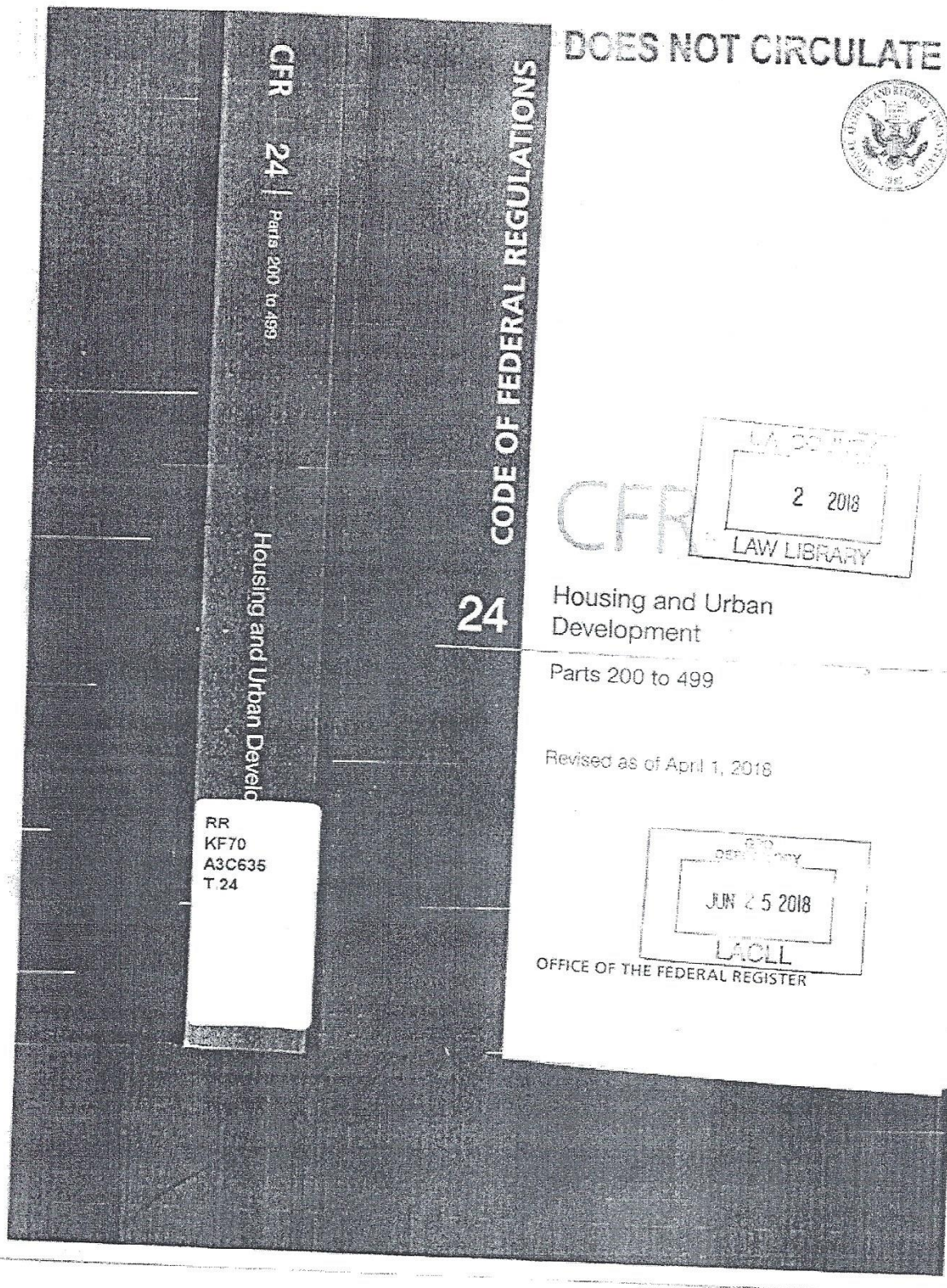
By: /s/ Michael J. Heid
Michael J. Heid
Executive Vice President

By: /s/ Robert deV. Frierson
Robert deV. Frierson
Secretary of the Board

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EXHIBIT# B

12 61-22-2019
VERIFIED COMPLAINT FOR EQUITABLE RELIEF TO SET ASIDE TRUSTEE SALE and FOR DAMAGES



24 CFR Ch. II (4-1-16 Edition)

Office of Assistant Secretary for Housing, HUD

\$203.500

AMENDMENTS

§203.499 Effect of amendments.

The regulations in this subpart may be amended by the Secretary at any time and from time to time, in whole or in part, but such amendment will not adversely affect the interests of a mortgagee under the contract of insurance on any mortgage or loan already insured, and will not adversely affect the interest of a mortgagee on any mortgage or loan to be insured for which either the Direct Endorsement or Lender Insurance mortgagee has approved the mortgage and all terms and conditions of the mortgage or loan, or the Secretary has issued a firm commitment. In addition, such amendment will not adversely affect the eligibility of specific property if such property is covered by a conditional commitment issued by the Secretary, a certificate of reasonable value issued by the Secretary of Veterans Affairs, or an appraisal report approved by a Direct Endorsement or Lender Insurance underwriter.

[62 FR 39227, June 2, 1997]

Subpart C—Servicing Responsibilities

SOURCE: 41 FR 46736, Nov. 10, 1976, unless otherwise noted.

GENERAL REQUIREMENTS

§203.500 Mortgage servicing generally.

This subpart identifies servicing practices of lending institutions that HUD considers acceptable for mortgages insured by HUD. Failure to comply with this subpart shall not be a basis for denial of insurance benefits, but failure to comply will be cause for imposition of a civil money penalty, including a penalty under §203.5(c)(2), or withdrawal of HUD's approval of a mortgage. It is the intent of the Department that no mortgagee shall commence foreclosure or acquire title to a property until the requirements of this subpart have been followed.

[70 FR 21576, Apr. 26, 2005]

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§203.495 Transfers of partial interests.

A partial interest in an insured loan may be transferred under a participation agreement without obtaining the approval of the Commissioner, if the following conditions are met:

(a) **Principal mortgage.** The insured loan shall be held by an approved lender, which, for the purposes of this section, shall be referred to as the principal lender.

(b) **Interest of principal lender.** The principal lender shall retain and hold for its own account a financial interest in the insured loan.

(c) **Qualification for holding partial interest.** A partial interest in an insured loan shall be issued to and held only by:

(1) A lender approved by the Commissioner; or

(2) A corporation, trust, or organization (including, but not limited to, any pension fund, pension trust, or profit-sharing plan) which certifies to the principal lender that:

(i) It has assets of \$100,000 or more;

(ii) It has lawful authority to acquire a partial interest in an insured loan.

(d) **Participation agreement provisions.** The participation agreement shall include provisions that:

(1) The principal lender shall retain title to the loan and remain the lender of record under the contract of loan insurance.

(2) The Commissioner shall have no obligation to recognize or deal with anyone other than the principal lender with respect to the rights, benefits, and obligations of the lender under the contract of insurance.

(3) The loan documents shall remain in the custody of the principal lender.

(4) The responsibility for servicing the insured loans shall remain with the principal lender.

EXTENSION OF TIME

§203.496 Actions to be taken by mortgagee or lender.

With respect to any action required by the mortgagee or lender within a period of time prescribed by this subpart, the Commissioner may extend such period.

(1) The assignor, pledgor or transferor shall remain the lender of record.

(2) The Commissioner shall have no obligation to recognize or deal with any party other than the lender of record with respect to the rights, benefits and obligations of the lender under the contract of insurance.

(b) An assignment or transfer of an insured loan or group of insured loans may be made by an approved lender to other than an approved lender provided the requirements under paragraphs (a) (1) and (2) of this section are met and the following additional requirements are met:

(1) The assignee or transferee shall be a corporation, trust or organization (including but not limited to any pension trust or profit-sharing plan) which certifies to the approved lender that:

(i) It has assets of \$100,000 or more;

(ii) It has lawful authority to hold an insured loan or group of insured loans.

(3) The assignment or transfer shall be made pursuant to an agreement under which the transferor or assignor is obligated to take one of the following alternate courses of action within one year from the date of the assignment or within such additional period of time as may be approved by the Commissioner:

(i) The transferor or assignor shall repurchase and accept a reassignment of such loan or group of loans.

(ii) The transferor or assignor shall obtain a sale and transfer of such loan or group of loans to an approved lender.

(c) Notice to or approval of the Commissioner is not required in connection with assignments, pledges or transfers pursuant to this section.

§203.493 Declaration of trust.

A sale of a beneficial interest in a group of insured loans, where the interest to be acquired is related to the loans as an entirety, rather than interest in a specific loan, shall be made only pursuant to a declaration of trust, which has been approved by the Commissioner prior to any such sale.

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EXHIBIT# C

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VERIFIED COMPLAINT FOR EQUITABLE RELIEF TO SET ASIDE TRUSTEE SALE and FOR DAMAGES

License Search

1/21/19, 1:54 PM


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Business Oversight

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Search for a Financial Services and Mortgage Lending Licensees

PLEASE NOTE:

- This search includes records for the following licensees:
 - Mortgage bankers and servicers
 - Finance lenders and brokers
 - Deferred deposit originators also called payday lenders
 - Escrow agents (http://www.dbo.ca.gov/Licenses/Escrow_Law/consumer_information.asp)
- Individual **Mortgage Loan Originator (MLO)** licenses should be checked through NMLS Consumer Access (<http://www.nmlsconsumeraccess.org/>)
- For information about regulatory actions against a Mortgage Loan Originator, please visit NMLS Consumer Access (<http://www.nmlsconsumeraccess.org/>)
- For other department licenses and registrations, please visit our Resources (<http://www.dbo.ca.gov/Resources/default.asp>) page
- The following companies are licensed to provide on-line escrow services (<http://www.dbo.ca.gov/Consumers/finance/OnlineEscrow.asp>):

Flance Escrow Corporation
 Telephone: 850-316-7406
 Email: escrow@flance.com (<mailto:%20escrow@flance.com>)
 Website: <https://www.upwork.com/legal/upwork-escrow>
 (<https://www.upwork.com/legal/upwork-escrow/>)

Internet Escrow Services, Inc.
 Telephone: 1-888-511-8600,
 949-635-3800
 Email: sales@escrow.com
 (<mailto:%20sales@escrow.com>)
 Website: <http://www.escrow.com>
 (<http://www.escrow.com/>)

Escrow Paid, Inc.
 Telephone: 866-862-2714
 Email: Sales@EscrowPaid.com
 (<mailto:%20Sales@EscrowPaid.com>)
 Website: <http://www.EscrowPaid.com>
 (<http://www.EscrowPaid.com/>)

- To review actions taken against any licensed individual or company, please visit the Actions and Orders (<http://www.dbo.ca.gov/ENF/Default.asp>) page.

 Company Name: QUALITY LOAN SERVICE CORP.
License Number:
 License Type:

 License Status:
City:
 State:
Zip:

No Search results found for the selected criteria

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01-22-2019

VERIFIED COMPLAINT FOR EQUITABLE RELIEF TO SET ASIDE TRUSTEE SALE and FOR DAMAGES



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AB-1526 Debt collection. (2017-2018)

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Date Published: 09/05/2018 09:00 PM

Assembly Bill No. 1526

CHAPTER 247

An act to amend Section 1788.14 of the Civil Code, and to amend Section 337 of the Code of Civil Procedure, relating to debt collection.

[Approved by Governor September 05, 2018. Filed with Secretary of State September 05, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1526, Kalra. Debt collection.

The Rosenthal Fair Debt Collection Practices Act regulates the practice of debt collection and the conduct of debt collectors, as defined. The act prohibits specified conduct by a debt collector in connection with the collection or attempted collection of a consumer debt. The act provides for enforcement by means of civil penalties and damages, as specified.

This bill would prohibit a debt collector from sending a written communication to a debtor attempting to collect a time-barred debt without providing specified written notices stating that the debtor may not be sued for the debt, but that the debt, depending on its age, may be reported as unpaid to credit reporting agencies, as specified.

Existing law prescribes periods for commencement of various actions. Among others, an action must be commenced within 4 years if the action is to recover (1) upon a book account whether consisting of one or more entries; (2) upon an account stated based upon an account in writing, but the acknowledgment of the account stated need not be in writing; or (3) a balance due upon a mutual, open and current account, the items of which are in writing. Existing law provides, however, that where an account stated is based upon an account of one item, the time shall begin to run from the date of the item, and where an account stated is based upon an account of more than one item, the time shall begin to run from the date of the last item.

This bill would specify that when the 4-year period in which an action must be commenced has run, no person may bring suit or initiate an arbitration or other legal proceeding to collect the debt. This bill would provide that the period may be extended only in specified circumstances.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1788.14 of the Civil Code is amended to read:

1788.14. No debt collector shall collect or attempt to collect a consumer debt by means of the following practices:

http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1526

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1/17/2019

Bill Text - AB-1526 Debt collection.

(a) Obtaining an affirmation from a debtor of a consumer debt which has been discharged in bankruptcy, without clearly and conspicuously disclosing to the debtor, in writing, at the time such affirmation is sought, the fact that the debtor is not legally obligated to make such affirmation;

(b) Collecting or attempting to collect from the debtor the whole or any part of the debt collector's fee or charge for services rendered, or other expense incurred by the debt collector in the collection of the consumer debt, except as permitted by law; or

(c) Initiating communications, other than statements of account, with the debtor with regard to the consumer debt, when the debt collector has been previously notified in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the consumer debt and such notice includes the attorney's name and address and a request by such attorney that all communications regarding the consumer debt be addressed to such attorney, unless the attorney fails to answer correspondence, return telephone calls, or discuss the obligation in question. This subdivision shall not apply where prior approval has been obtained from the debtor's attorney, or where the communication is a response in the ordinary course of business to a debtor's inquiry.

(d) Sending a written communication to a debtor in an attempt to collect a time-barred debt without providing the debtor with one of the following written notices:

(1) If the debt is not past the date for obsolescence set forth in Section 605(a) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681c), the following notice shall be included in the first written communication provided to the debtor after the debt has become time-barred:

"The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it. If you do not pay the debt, [insert name of debt collector] may [continue to] report it to the credit reporting agencies as unpaid for as long as the law permits this reporting."

(2) If the debt is past the date for obsolescence set forth in Section 605(a) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681c), the following notice shall be included in the first written communication provided to the debtor after the date for obsolescence:

"The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it, and we will not report it to any credit reporting agency."

(e) For purposes of this section, "first written communication" means the first communication sent to the debtor in writing or by facsimile, email, or other similar means.

SEC. 2. Section 337 of the Code of Civil Procedure is amended to read:

337. Within four years:

(a) An action upon any contract, obligation or liability founded upon an instrument in writing, except as provided in Section 336n; provided, that the time within which any action for a money judgment for the balance due upon an obligation for the payment of which a deed of trust or mortgage with power of sale upon real property or any interest therein was given as security, following the exercise of the power of sale in such deed of trust or mortgage, may be brought shall not extend beyond three months after the time of sale under such deed of trust or mortgage.

(b) An action to recover (1) upon a book account whether consisting of one or more entries, (2) upon an account stated based upon an account in writing, but the acknowledgment of the account stated need not be in writing; (3) a balance due upon a mutual, open and current account, the items of which are in writing; provided, however, that if an account stated is based upon an account of one item, the time shall begin to run from the date of the item, and if an account stated is based upon an account of more than one item, the time shall begin to run from the date of the last item.

(c) An action based upon the rescission of a contract in writing. The time begins to run from the date upon which the facts that entitle the aggrieved party to rescind occurred. Where the ground for rescission is fraud or mistake, the time shall not begin to run until the discovery by the aggrieved party of the facts constituting the fraud or mistake. Where the ground for rescission is misrepresentation under Section 359 of the Insurance Code, the time shall not begin to run until the representation becomes false.

(d) When the period in which an action must be commenced under this section has run, a person shall not bring suit or initiate an arbitration or other legal proceeding to collect the debt. The period in which an action may be

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1/17/2019

Bill Text - AB-1526 Debt collection.

commenced under this section shall only be extended pursuant to Section 360.

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SECURE PAYMENT CLAIM SUBMISSION

(847) 758-3000 info@brownandjoseph.com



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New California Debt Collection Law Demands More Candor

Published by Mikaelin Farrick on January 9, 2019

Last year California Governor Jerry Brown signed a collection law with new requirements for consumer debt collectors licensed in California.

Under the Rosenthal Fair Debt Collection Practices Act, which is California's version of the Fair Debt Collection Practices Act (FDCPA), this new law will require collectors to inform debtors once a debt becomes time-barred.

Time-barred debt, also called to as zombie debt, refers to money a consumer borrowed and didn't repay, but which is no longer collectible because of the statute of limitations.

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<https://brownandjoseph.com/blog/new-california-debt-collection-law/>

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This type of debt is typically purchased from the original creditor (or another collection agency) for pennies on the dollar.

The amount of time a debt remains collectible varies by state, but in California, the statute of limitations is four years.

Past this amount of time, the debtor cannot be sued for the debt, but they can still pay it if they want to.

The new law, Assembly Bill 1526, also includes several amendments that took effect on January 1, 2019.

According to the law and its amendments, the first written communication between a debtor and collector must state:

"The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it. If you do not pay the debt, [insert name of debt collector] may [continue to] report it to the credit reporting agencies as unpaid for as long as the law permits this reporting."

For debts that cannot be reported under the Fair Credit Reporting Act (FCRA), the collector must state:

"The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it, and we will not report it to any credit reporting agency."

The amendments also add a new section:

"When the period in which an action must be commenced under this section has run, a person shall not bring suit or initiate an arbitration or other legal proceeding to collect the debt. The period in which an action may be commenced under this section shall only be extended pursuant to Section 360."

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Average time to complete: 10 minutes **Identity Theft Victim's Complaint and Affidavit**

A voluntary form for filing a report with law enforcement, and disputes with credit reporting agencies and creditors about identity theft-related problems. Visit ftc.gov/idtheft to use a secure online version that you can print for your records.

Before completing this form:

1. Place a fraud alert on your credit reports, and review the reports for signs of fraud.
2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

About You (the victim)**Now**

- (1) My full legal name: Thomas W. Orr
First Middle Last Suffix
- (2) My date of birth: 04/05/1958
mm/dd/yyyy
- (3) My Social Security number: 555 - 15 - 5820
- (4) My driver's license: CA N4236460
State Number
- (5) My current street address:
1177 COX STREET
Number & Street Name Apartment, Suite, etc.
SONOMA CA 95476 USA
City State Zip Code Country
- (6) I have lived at this address since 01/03/1991
mm/yyyy
- (7) My daytime phone: (707) 696-0389
 My evening phone: ()
 My email: tomorr@ltcce.com

Leave (3) blank until you provide this form to someone with a legitimate business need, like when you are filing your report at the police station or sending the form to a credit reporting agency to correct your credit report.

At the Time of the Fraud

- (8) My full legal name was: SAME AS ABOVE
First Middle Last Suffix
- (9) My address was: SAME AS ABOVE
Number & Street Name Apartment, Suite, etc.
SAME AS ABOVE
City State Zip Code Country
- (10) My daytime phone: () SAME My evening phone: (707) 696-0389
 My email: tomorr@ltcce.com

Skip (8) - (10) if your information has not changed since the fraud.

The Paperwork Reduction Act requires the FTC to display a valid control number (in this case, OMB control #3084-0047) before we can collect - or sponsor the collection of - your information, or require you to provide it.

Victim's Name Thomas W. OrrPhone number (707) 696-0389

Page 2

About You (the victim) (Continued)**Declarations**

- (11) I ☐ did OR ☒ did not authorize anyone to use my name or personal information to obtain money, credit, loans, goods, or services — or for any other purpose — as described in this report.
- (12) I ☐ did OR ☒ did not receive any money, goods, services, or other benefit as a result of the events described in this report.
- (13) I ☒ am OR ☐ am not willing to work with law enforcement if charges are brought against the person(s) who committed the fraud.

About the Fraud

- (14) I believe the following person used my information or identification documents to open new accounts, use my existing accounts, or commit other fraud.

Name: Melissa Coutts Esq/Kaitlin Preston, Esq

First Middle Last Suffix

Address: 411 IVY STREET

Number & Street Name Apartment, Suite, etc.

SAN DIEGO CA 92101

City State Zip Code Country

Phone Numbers: (619) 243-3960 ()

(14):
Enter what
you know
about anyone
you believe
was involved
(even if you
don't have
complete
information).

Additional information about this person: I THOMAS ORR AND PATRA ORR ARE VICTIMS OF UNAUTHORIZED TRANSACTIONS AND ACCOUNTING FRAUD HAS AFFECTED OUR SOCIAL SECURITY NUMBER AND OUR PRIVACY RIGHTS. THERE IS NO CONSENT OR ANY CONTRACT WITH QUALITY LOAN SERVICE, THE LAW FIRM OF MCCARTHY & HOLTHUS, LLP AND CITI BANK FINALLY U.S BANK . OUR SOCIAL SECURITY NUMBER IS BEING USED FOR UNENFORCEABLE LOAN AGREEMENT THAT THE ORR'S NEVER CONSENTED: TRUST 2007-WFHE3. THIS HAS BEEN VERIFIED BY THE SECURITY EXCHANGE COMMISSION. MELISSA COUTTS ESQ. & KAITLIN PRESTON, ESQ, ARE VIOLATING ASSEMBLY BILL 1526 EFFECTIVE JANUARY 1, 2019.....

Victim's Name Thomas W. Orr Phone number (707) 696-0389 Page 3

- (15) Additional information about the crime (for example, how the identity thief gained access to your information or which documents or information were used):

I HIRED AN PRIVATE INVESTIGATOR TO LOOK INTO WHAT WAS RECORDED IN

THE SONOMA COUNTY RECORDERS OFFICE. THE RESULTS WERE
FRAUDULENT RECORDED INSTRUMENTS AND UNVERIFIED

SIGNATURES THAT WAS NEVER EVER CONSENT OR CONTRACT WITH THESE
FRAUDULENT INSTRUMENTS. THESE DOCUMENTS ARE IN DIRECT CONFLICT
WITH IRS FORM 8594 ASSET FORM ALLOCATION.

(14) and (15):
Attach
additional
sheets as
needed.

Documentation

- (16) I can verify my identity with these documents:

- A valid government-issued photo identification card (for example, my driver's license, state-issued ID card, or my passport).

If you are under 16 and don't have a photo-ID, a copy of your birth certificate or a copy of your official school record showing your enrollment and legal address is acceptable.

- Proof of residency during the time the disputed charges occurred, the loan was made, or the other event took place (for example, a copy of a rental/lease agreement in my name, a utility bill, or an insurance bill).

(16): Reminder:
Attach copies
of your identity
documents
when sending
this form to
creditors
and credit
reporting
agencies.

About the Information or Accounts

- (17) The following personal information (like my name, address, Social Security number, or date of birth) in my credit report is inaccurate as a result of this identity theft:

(A) WELLS FARGO BANK Account

(B) QUALITY LOAN SERVICE CORPORATION,

(C) U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2007-

- (18) Credit inquiries from these companies appear on my credit report as a result of this identity theft:

Company Name: _____

Company Name: _____

Company Name: _____

Victim's Name Thomas W. OrrPhone number (707) 696-0389

Page 4

(19) Below are details about the different frauds committed using my personal information.

Name of Institution	Contact Person	Phone	Extension
Account Number	Routing Number	Affected Check Number(s)	
Account Type: <input type="checkbox"/> Credit <input type="checkbox"/> Bank <input type="checkbox"/> Phone/Utilities <input type="checkbox"/> Loan <input type="checkbox"/> Government Benefits <input type="checkbox"/> Internet or Email <input type="checkbox"/> Other			
Select ONE: <input type="checkbox"/> This account was opened fraudulently. <input type="checkbox"/> This was an existing account that someone tampered with.			
Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)	

Name of Institution	Contact Person	Phone	Extension
Account Number	Routing Number	Affected Check Number(s)	
Account Type: <input type="checkbox"/> Credit <input checked="" type="checkbox"/> Bank <input type="checkbox"/> Phone/Utilities <input type="checkbox"/> Loan <input type="checkbox"/> Government Benefits <input type="checkbox"/> Internet or Email <input type="checkbox"/> Other			
Select ONE: <input type="checkbox"/> This account was opened fraudulently. <input checked="" type="checkbox"/> This was an existing account that someone tampered with.			
Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)	

Name of Institution	Contact Person	Phone	Extension
Account Number	Routing Number	Affected Check Number(s)	
Account Type: <input type="checkbox"/> Credit <input type="checkbox"/> Bank <input type="checkbox"/> Phone/Utilities <input type="checkbox"/> Loan <input type="checkbox"/> Government Benefits <input type="checkbox"/> Internet or Email <input type="checkbox"/> Other			
Select ONE: <input type="checkbox"/> This account was opened fraudulently. <input type="checkbox"/> This was an existing account that someone tampered with.			
Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)	

(19):

If there were more than three frauds, copy this page blank, and attach as many additional copies as necessary.

Enter any applicable information that you have, even if it is incomplete or an estimate.

If the thief committed two types of fraud at one company, list the company twice, giving the information about the two frauds separately.

Contact Person:
Someone you dealt with, whom an investigator can call about this fraud.

Account Number:
The number of the credit or debit card, bank account, loan, or other account that was misused.

Dates: Indicate when the thief began to misuse your information and when you discovered the problem.

Amount Obtained:
For instance, the total amount purchased with the card or withdrawn from the account.

Victim's Name

THOMAS W ORR

Phone number

(71) 696-0389

Page 5

Your Law Enforcement Report

- (20) One way to get a credit reporting agency to quickly block identity theft-related information from appearing on your credit report is to submit a detailed law enforcement report ("Identity Theft Report"). You can obtain an Identity Theft Report by taking this form to your local law enforcement office, along with your supporting documentation. Ask an officer to witness your signature and complete the rest of the information in this section. It's important to get your report number, whether or not you are able to file in person or get a copy of the official law enforcement report. Attach a copy of any confirmation letter or official law enforcement report you receive when sending this form to credit reporting agencies.

Select ONE:

- ☐ I have not filed a law enforcement report.
☐ I was unable to file any law enforcement report.
☐ I filed an automated report with the law enforcement agency listed below.
☒ I filed my report in person with the law enforcement officer and agency listed below.

SA Sanoma Police Dept
 Law Enforcement Department

CA
 State

NA 19-0000053
 Report Number

1/15/2019
 Filing Date (mm/dd/yyyy)

NA Steve Lucchetti
 Officer's Name (please print)

Officer's Signature

NA
 Badge Number

(701) 996-3602
 Phone Number

Did the victim receive a copy of the report from the law enforcement officer?

☒ Yes OR ☐ No

Victim's FTC complaint number (if available):

NA

(20):
 Check "I have not..." if you have not yet filed a report with law enforcement or you have chosen not to. Check "I was unable..." if you tried to file a report but law enforcement refused to take it.

Automated report:
 A law enforcement report filed through an automated system, for example, by telephone, mail, or the Internet, instead of a face-to-face interview with a law enforcement officer.

Victim's Name THOMAS W. ORR Phone number (707) 696-2384 Page 6

Signature

As applicable, sign and date **IN THE PRESENCE OF** a law enforcement officer, a notary, or a witness.

- (21) I certify that, to the best of my knowledge and belief, all of the information on and attached to this complaint is true, correct, and complete and made in good faith. I understand that this complaint or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.



Signature

01/15/2019

Date Signed (mm/dd/yyyy)

Your Affidavit

- (22) If you do not choose to file a report with law enforcement, you may use this form as an Identity Theft Affidavit to prove to each of the companies where the thief misused your information that you are not responsible for the fraud. While many companies accept this affidavit, others require that you submit different forms. Check with each company to see if it accepts this form. You should also check to see if it requires notarization. If so, sign in the presence of a notary. If it does not, please have one witness (non-relative) sign that you completed and signed this Affidavit.

Notary Certificate Attached

Notary

Witness:

Signature

Printed Name

Date

Telephone Number

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California All-Purpose Acknowledgement

State of California }
County of Sonoma } SS.

On January 15, 2019 before me Heidi Banales, Notary Public

personally appeared _____

Thomas ORR

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Heidi Banales

(Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of the Attached Document:

Title of Type of Document: _____

Identity Theft Victim's Complaint and Affidavit

Document Date: _____

1-15-19

Number of Pages: _____

Signer(s) Other Than Named Above: _____



20180447

Official Records Of
William F. Rousseau
06/22/2018 08:05 AM
GENERAL PUBLIC

NTA 3 Pgs

Fee: \$95.00

PAID

Recording Requested by:
Return to:
Michael Yesk (SB#130056)
Yesk Law
70 Doray Drive, Suite 14
Pleasant Hill, CA 94523
(925) 849-5525
yesklaw@gmail.com
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALI
COUNTY OF SONOMA

THOMAS W. ORR AND PATRA K. ORR,

Plaintiffs,

V.

US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR CITIGROUP MORTGAGE
LOAN TRUST 2007-WFHE3, ASSET-
BACKED PASS-THROUGH
CERTIFICATES, SERIES 2007-WFHE3;
AND DOES 1-10, INCLUSIVE,

Defendants.

Case No: SCV-262

NOTICE OF PEN
CCP §405.20

APN: 128-172-002
ADDRESS: 1177 C
95476

Action Filed: June

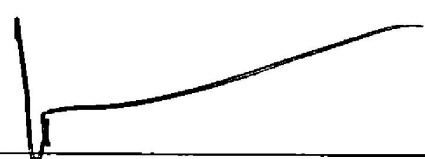
JURY TRIAL DEM

1 The specific real property affected by this Action is located in
2 California, and is described as follows:

3 APN: 128-172-002

4 ADDRESS: 1177 COX ST, SONOMA, CA 95476

5
6 DATED: June 19, 2018



7 Michael Yesk
8 Yesk Law
9 Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael Yesk (SBN 130056) 130056 CA 70 Doray Dr., Suite 14 Pleasant Hill, CA 94523	
TELEPHONE NO.: 925-849-5525 E-MAIL ADDRESS (Optional): yesklaw@gmail.com ATTORNEY FOR (Name): Plaintiff	FAX NO. (Optional): 925-887-6642
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA STREET ADDRESS: 3055 Cleveland Avenue MAILING ADDRESS: CITY AND ZIP CODE: Santa Rosa, CA 95403 BRANCH NAME: Civil and Family Law Courthouse	
PETITIONER/PLAINTIFF: Orr RESPONDENT/DEFENDANT: US Bank National Association, as Trustee	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	

(Do not use this Proof of Service to show service of a Summons on a party who is not a resident of or employed in the county where the action was filed.)

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the action was filed.
2. My residence or business address is:
70 Doray Dr., Suite 14
Pleasant Hill, CA 94523
3. On (date): **June 19, 2018** I mailed from (city and state): **Pleasant Hill, CA 94523** the following **documents** (specify):
Notice of Pendency of Action

☐ The documents are listed in the *Attachment to Proof of Service by First-Class Mail—(form POS-030(D))*.

4. I served the documents by enclosing them in an envelope and (check one):
 - a. ☒ **depositing** the sealed envelope with the United States Postal Service with the proper postage.
 - b. ☐ **placing** the envelope for collection and mailing following our ordinary business practice for collecting and processing correspondence for mailing. On the day the envelope is placed for collection and mailing, it is deposited in the ordinary course of business.